



COUNTY OF LOS ANGELES  
**Public Health**

**JONATHAN E. FIELDING, M.D., M.P.H.**  
Acting Director and Health Officer

**JOHN SCHUNHOFF, Ph.D.**  
Acting Chief Deputy

313 North Figueroa Street, Room 909  
Los Angeles, California 90012  
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**BOARD OF SUPERVISORS**

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August 15, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM  
RELATED ISSUES AND AMENDMENT TO AGREEMENT WITH PUBLIC  
HEALTH FOUNDATION ENTERPRISES INC.**

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Acting Director of Public Health, or his designee, to execute Amendment No. 1 to Agreement H-700286, substantially similar to Exhibit I, with Public Health Foundation Enterprises, Inc., (PHFE), to increase the maximum obligation by \$2,984,559 (consisting of \$2,615,936 from the Centers for Disease Control and Prevention [CDC] and \$368,623 from the California Department of Health Services [CDHS]), from \$1,488,533 to \$4,473,092 to perform vital work for bioterrorism preparedness and other public health threats effective upon Board approval through August 30, 2006, and extend thereafter the term of the agreement through August 30, 2007, and to support activities of the Department of Public Health's Epidemiology and Laboratory Capacity for Infectious Disease program services, effective upon Board approval through December 31, 2006.
2. Delegate authority to the Acting Director of Public Health, or his designee, to fill four positions (one Disaster Services Planning Assistant, one Staff Analyst, one Senior Health Educator, and one Senior Veterinarian), in excess of what is currently authorized

in the Department of Public Health (DPH or Department) staffing ordinance, pursuant to Section 6.06.020 of the County Code, subject to allocation, 100% funded by the State of California, to implement the activities required to support the County's PH Preparedness and Response for Pandemic Influenza.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended actions, the Board is authorizing the Acting Director of Public Health (Director), or his designee, to execute an amendment to the PHFE agreement for the provision of services and staff needed to perform vital work for bioterrorism preparedness and other public health threats in Los Angeles County and to support activities of the Department's Epidemiology and Laboratory Capacity for Infectious Disease program services. Approval of the county items under the State funding will allow the Department to continue its efforts to prepare and respond to Pandemic Influenza.

FISCAL IMPACT/FINANCING:

The maximum obligation of Amendment No. 1 is \$4,473,092 comprised of \$1,488,533 of existing contractual obligation and \$2,984,559 in additional funding which is offset by CDC (\$2,615,936) and the CDHS (\$368,623). CDC funding is provided through Notice of Cooperative Agreement (NCA) No. U90/CCU917012-06 in the amount of \$2,570,954 and through CDC's Grant U50/CCU 923797-02 in the amount of \$44,982. The cost for the four (4) County positions to implement activities required to support the County's DPH Preparedness and Response for Pandemic Influenza is \$384,807 funded under CDHS grant award (total award is \$753,430).

Funding will be reflected in the Fiscal Year 2006-07 Budget during the Supplemental Phase. There is no net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 29, 2004, the Board approved the agreement with PHFE for the term of June 29, 2004 through August 30, 2005 with provisions for a one-year automatic renewal through August 30, 2006, offset by CDC's NCA U90/CCU 917012-06, for the provision of personnel services to provide staff needed to perform vital work for bioterrorism preparedness and to address other public health threats in Los Angeles County.

On March 7, 2006 CDC awarded \$2.9 million in supplemental funds to support pandemic influenza preparedness and response. On July 11, 2006 CDC provided the Department with

Amendment No. 9 to the CDC's grant, accepted under the Department's delegated authority, authorizing the expenditure for the agreement with PHFE.

On September 7, 2004 the Board accepted CDC's grant U50/CCU923797-01 in the amount of \$1,040,674 for Epidemiology and Laboratory Capacity and Infectious Diseases. On November 29, 2005 the Board accepted additional funding in the amount of \$544,882 through a six-month cost extension for Fiscal Year 04-05 and delegated authority to accept amendments through Calendar Year 2009, not to exceed 30% increase per calendar year. On April 4, 2006 the Department notified the Board of acceptance of CDC's subsequent award U50/CCU923797-02 in the amount of \$956,301 for Calendar Year 2006, year 2 of the aforementioned grant.

On June 14, 2006, CDC approved the Department's plan to extend the contract term of Bioterrorism related agreements funded under CDC's NCA U90/CCU917012-06 from August 31, 2006 through August 30, 2007, at no additional cost, to provide the time necessary for contractors to complete Bioterrorism related activities.

Under the Board's delegated authority of June 20, 2006, the Department accepted funding from CDHS in the amount of \$753,430 of which \$368,623 will be utilized to offset contractual expenses with PHFE and the \$384,807 to offset the cost of four County items requested to implement activities for PH Preparedness and Response for Pandemic Influenza for the term May 22, 2006 through June 30, 2006.

The recommended actions allow the Department to implement bioterrorism preparedness and response activities in a timely manner. Attachment A is a summary of the Agreement and Attachment B is a budget summary. County Counsel has approved Exhibit I as to form.

#### CONTRACTING PROCESS:

PHFE was selected as a sole source provider based on its ability to provide a select number of key positions for which it is difficult to recruit through the County system at this time. PHFE has a long track record of implementing public health programs, with federal, State, and local funds. The combination of PHFE's programmatic experience and readiness to undertake this task quickly, justify its selection for this sole source agreement.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will allow for the effective and timely implementation of activities related to preparing and responding to acts of bioterrorism in Los Angeles County.

The Honorable Board of Supervisors

August 15, 2006

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When approved, this Department requires three signed copies of the Board's action.

Respectfully Submitted,



Jonathan E. Fielding, M.D., M.P.H.  
Acting Director and Health Officer

JEF:jr

BT-PHFE.JR.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AMENDMENT TO AGREEMENT WITH PUBLIC HEALTH FOUNDATION  
ENTERPRISES, INC.**

1. **TYPE OF SERVICE:**

To provide qualified personnel to perform vital work for bioterrorism preparedness and other public health threats in Los Angeles County.

2. **TERM OF AGREEMENT:**

The term of the Amendment is effective upon Board approval through August 30, 2006; thereafter extended through August 30, 2007.

3. **AGENCY ADDRESS AND CONTRACT PERSON:**

Public Health Foundation Enterprises, Inc  
13200 Crossroads Parkway N - Suite 135  
City of Industry, California 91746  
Attention: Gerald R. Solomon, President/CEO  
Telephone: (562) 699-7320 Facsimile: (562) 692-6950  
Electronic mail: [gsolomon@phfe.org](mailto:gsolomon@phfe.org)

4. **FINANCIAL INFORMATION:**

The maximum obligation of Amendment No. 1 is \$4,473,092 comprised of \$1,488,533 of existing contractual obligation and \$2,984,559 in additional funding which is offset by CDC (\$2,615,936) and the CDHS (\$368,623). CDC funding is provided through Notice of Cooperative Agreement (NCA) No. U90/CCU917012-06 in the amount of \$2,570,954 and through CDC's Grant U50/CCU 923797-02 in the amount of \$44,982. The cost for the four County positions to implement activities required to support the County's DPH Preparedness and Response for Pandemic Influenza is \$384,807 funded under CDHS grant award (total award is \$753,430).

Funding will be reflected in the Fiscal Year 2006-07 Budget during the Supplemental Phase. There is no net County cost associated with these actions.

5. **GEOGRAPHIC AREA TO BE SERVED:**

Countywide.

6. **ACCOUNTABLE FOR MONITORING**

Dr. John Talarico, Acting Director, Public Health Preparedness and Response for Bioterrorism.

7. **APPROVALS:**

Public Health: Jonathan E. Fielding, M.D., M.P.H., Acting Director and Health Officer

Public Health Contracts and Grants: Gary Izumi

County Counsel (approval as to use): Robert E. Ragland, Senior Deputy County Counsel

Financial Assistance	Focus Area A	Focus Area B	Focus Area C	Focus Area D	Focus Area E	Focus Area F	Focus Area G	Total Base	Focus Area CR1	Total Grant	Pan Flu	Total Grant
Personnel	1,477,714	555,150	593,452	37,846	621,241	320,082	713,081	8,066,148	212,127	8,278,275		8,278,275
Fringe	621,098	3,746,882	259,932	16,489	263,379	140,590	303,605	3,471,907	64,187	3,536,094		3,536,094
Consultant	9,860	0	0	0	0	0	0	10,380	0	10,380		10,380
Equipment	399,729	0	707,578	523,366	1,007,791	0	327,865	3,821,790	77,500	3,899,290		3,899,290
Supplies	56,636	0	233,038	116,090	128,806	0	10,000	725,568	11,400	736,968		736,968
Travel	157,507	0	117,064	0	35,903	1,915	70,752	393,290	8,441	401,731		401,731
Alternation & Renovation	0	0	0	0	0	0	0	0	0	0		0
Other	182,578	84,891	11,112	0	183,957	0	31,710	502,248	770,170	1,272,418		1,272,418
Contractual	3,881,415	1,595,588	239,604	568,104	5,667,795	2,792,468	1,031,115	17,613,801	2,223,016	19,836,817	2,752,389	22,589,206
A - Mental Health	100,000	2,039,732						100,000		100,000		100,000
A - UCLA School of Public Health	11,293							11,293		11,293		11,293
A - PHFE Personnel Services Contract	1,488,533							1,488,533		1,488,533	2,570,954	4,059,487
A - Long Beach Subcontract	1,187,655							1,187,655	381,593	1,569,248	140,625	1,709,873
A - Pasadena Subcontract	344,864							344,864	107,283	451,947	40,810	492,757
A - File Keepers	100,000							100,000		100,000		100,000
A - Rogers and Associates	99,000							98,000		98,000		98,000
A - UCLA Joint Bioterrorism Investigation	298,320							298,320		298,320		298,320
A - School Nursing Conference	2,950							2,950		2,950		2,950
A - Terra Firma Enterprises	50,000							50,000		50,000		50,000
SNS - HLN Consulting 4 (POD Facility Project Profiles)		210,000						210,000		210,000		210,000
SNS - Inventory Management System		200,000						200,000		200,000		200,000
SNS - LA County EMS - Pandemic Flu Antivirals		919,200						919,200		919,200		919,200
SNS - Community Research Association		200,336						200,336		200,336		200,336
SNS - University of Southern California		66,032						66,032		66,032		66,032
B - GIS - Urban Research		78,660						78,660		78,660		78,660
B - Coroner		10,000						10,000		10,000		10,000
B - Atlas Development - vCMR Software Contract Part 1		280,000						280,000		280,000		280,000
B - Atlas Development - vCMR Software Contract Part 2		220,000						220,000		220,000		220,000
B - Atlas Development - vCMR Software Contract Part 3		412,050						412,050		412,050		412,050
B - Atlas Development - Electronic Lab Reporting		496,161						496,161		496,161		496,161
B - Atlas Development - Mapping & Coding Syndromic System Enhancement		340,025						340,025		340,025		340,025
B - Electronic Death Registry		95,000						95,000		95,000		95,000
B - SSDS		52,836						52,836		52,836		52,836
B - University of Pittsburgh		30,000						30,000		30,000		30,000
B - San Bernardino Veterinary Lab		25,000						25,000		25,000		25,000
C - California Association of Public Health Lab Director - Lab Symposia on BT for Level a Lab in Southern and		56,004						56,004		56,004		56,004
C - UCLA Center for Public Health and Disasters - Lab Wet Workshops		25,600						25,600		25,600		25,600
C - Security Enhancement for Lab - Honeywell Building Solutions		158,000						158,000		158,000		158,000
D - Uninterrupted Power Supply - ISD		450,000						450,000		450,000		450,000
D - Encompass Web Server - M/SYS		116,104						116,104		116,104		116,104
E - Cal 2 Cal #2 (ITTSMA) Part 1		125,000						125,000		125,000		125,000
E - Cal 2 Cal #2 (ITTSMA) Part 2		375,000						375,000		375,000		375,000
E - Telephony and Surge Capacity Upgrade Part 1		520,000						520,000		520,000		520,000
E - Telephony and Surge Capacity Upgrade Part 2		1,165,593						1,165,593		1,165,593		1,165,593
E - HLN Consulting (Continuation of FY04-05 Activities)		528,577						528,577		528,577		528,577
E - HLN Consulting LINK Immunization Registry BT Enhancements		210,000						210,000		210,000		210,000
E - HLN Consulting - Link Immunization Registry		48,000						48,000		48,000		48,000
E - Siml Group (Continuation of FY 04-05 Activities)		191,417						191,417		191,417		191,417
E - SIMI Group - HASTEN Part 1		180,000						180,000		180,000		180,000
E - SIMI Group - HASTEN Part 2		222,608						222,608		222,608		222,608
E - SIMI Group - Communication Planning Development Services		100,000						100,000		100,000		100,000
E - Public Health Foundation		84,000						84,000		84,000		84,000
E - SABA LMS (learning Management System)		75,000						75,000		75,000		75,000
E - OEM Operations		150,000						150,000		150,000		150,000
E - Cognos Business Intelligence Sw		150,000						150,000		150,000		150,000
E - Alpha Printing & Graphics, Inc - Public Health Registry Marketing Campaign, Phase I		80,118						80,118		80,118		80,118
E - County Internal Systems Dept.- SNS Inventory Management Systems		43,535						43,535		43,535		43,535
E - Environmental Systems Research Institute, Inc (ESRI) - Web-Based GIS Enterprise Pilot for PH Information Information Network Initiative		99,887						99,887		99,887		99,887
E - Independent Validation Verification (Security Vendor)		125,000						125,000		125,000		125,000
E - Public Health Partner Registry		145,000						145,000		145,000		145,000
E - Health care Marketing & Outreach Project		55,000						55,000		55,000		55,000
E - Incident Management System		500,000						500,000		500,000		500,000
E - Learning Management System		102,060						102,060		102,060		102,060
E - LA Region, Imagery Acquisition Consortium Phase I		400,000						400,000		400,000		400,000
F - Focus Group UCLA Center		49,800						49,800		49,800		49,800
F - County Agreement Vendor - Printing Materials/Educational Part 1		150,000						150,000		150,000		150,000
F - County Agreement Vendor - Printing Materials/Educational Part 2		350,000						350,000		350,000		350,000
F - County Agreement Vendor - Translation Services Part 1		87,500						87,500		87,500		87,500

CDC Bioterrorism Grant 2005-06  
Award # U90CCU917012-06-0 (Final)

Financial Assistance	Focus Area A	Focus Area B	Focus Area C	Focus Area D	Focus Area E	Focus Area F	Focus Area G	Total Base	Focus Area CRI	Total Grant	Part Ftu	Total Grant
F - County Agreement Vendor - Translation Services Part 2								108,000		108,000		108,000
F - Field Research								53,322		53,322		53,322
F - UCLA School of Medicine - Data Analysis of PHRETS Survey Part 1								37,534		37,534		37,534
F - UCLA School of Medicine - Data Analysis of PHRETS Survey Part 2								73,590		73,590		73,590
F - Maternal Child Health Emergency Prep Outreach								218,000		218,000		218,000
F - County Agreement Vendor - Community Outreach								254,600		254,600		254,600
F - KCBIS Marketing Inc								500,000		500,000		500,000
F - UCLA School of PH - Focus Groups								94,792		94,792		94,792
F - UCLA School of PH - Policy Analysis & Key Informant Interviews								64,930		64,930		64,930
F - Website Strategy Development of LABT.org								50,900		50,900		50,900
F - Children's Medical Services - Printing Material								299,500		299,500		299,500
F - Clear Channel - Public Awareness Campaign Phase II								400,000		400,000		400,000
G - Healthcare, Education, Leadership & Performance, Inc (HELP) Part 1							80,000			80,000		80,000
G - Healthcare, Education, Leadership & Performance, Inc (HELP) Part 2							87,600			87,600		87,600
G - Root Learning, Inc. Part 1							10,000			10,000		10,000
G - Root Learning, Inc. Part 2							178,500			178,500		178,500
G - Public Health Institute - Center for Health Leadership and Practice							175,000			175,000		175,000
G - Public Health Institute							173,412			173,412		173,412
G - Borden/Leo Consulting							1,400			1,400		1,400
G - California Specialized Training Institute							12,440			12,440		12,440
G - UCLA Haz. Assessment & Vuln. Risk Communication Training							297,573			297,573		297,573
G - Human Resource - Prescriptions Presentation Workshop							15,190			15,190		15,190
CRI - SRA International									1,202,875	1,202,875		1,202,875
CRI - SRA Amendment - CHIMERA									251,860	251,860		251,860
CRI - Community Research Associates, Inc.									269,295	269,295		269,295
CRI - TMT Worldwide - Chiles Risk Communication Training									10,090	10,090		10,090
Total Direct FA	6,586,527	2,470,765	8,475,981	1,324,605	7,908,872	3,255,955	2,488,628	34,605,132	3,386,841	37,991,973	2,752,389	40,744,362
Indirect Costs	347,582	129,065	866,360	9,607	149,070	76,028	168,976	1,886,516	49,676	1,936,192		1,936,192
Total Financial Assistance	\$6,934,109	\$2,607,830	\$9,342,340	\$1,334,212	\$8,058,942	\$3,331,984	\$2,657,603	\$36,491,647	\$3,436,517	\$39,928,164	\$2,752,389	\$42,680,553
Total Direct Assistance								493,994		493,994	148,140	642,134
								36,985,641		40,422,158	2,900,529	43,322,687

Public Health Foundation Enterprises Inc  
Epidemiology and Laboratory Capacity  
Budget and Budget Detail and Scope of Work  
January 1, 2006 to December 31, 2006

I. Budget

Job Code	Personnel/Position	Hourly Rate	Hours	Total
ELC	Public Health Scientist I	\$30.59	410	\$ 12,542.00
ELC	Public Health Scientist II	\$33.33	885	\$ 29,497.00
	Total Salaries			\$ 42,039.00
	Indirect Cost			7% \$ 2,943.00
	Total Budget			\$ 44,982.00



COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
PUBLIC HEALTH  
BIOTERRORISM PREPAREDNESS PROGRAM - FISCAL YEAR 2005-2006  
COUNTY BUDGET  
MAY 22, 2006 THROUGH JUNE 30, 2006 \*

<u>Personnel Services</u>	<u>FTE</u>	<u>HRS/ % Time</u>	<u>Monthly Salary</u>	<u>Months</u>	<u>Requested Budget</u>
Disaster Services Planning Assistant	1	100%	\$5,399.09	8	\$43,192.72
Senior Health Educator	1	100%	\$4,820.00	8	\$38,560.00
Senior Veterinarian	1	100%	\$9,195.55	8	\$73,564.40
Staff Analyst, Health	1	100%	\$6,476.09	8	\$51,328.72
Environmental Health Staff Compensation (budgeted for temporary workers)					<u>\$30,000.00</u>
Subtotal Staff					\$236,645.84
Employee Benefits			47.4026%		\$97,955.50
Total Personnel Services					\$334,601.34
<u>Subcontract Expenses</u>					
Public Health Foundation					\$368,623.00
<u>Indirect Cost</u>			24.2958%		<u>\$50,205.66</u>
					\$753,430.00

\* California Department of Health Services had stipulated that the period of performance for activities under this funding should be extended through January 31, 2007.

Contract No. H-700286

PERSONNEL AND OPERATIONAL SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES (here-  
after "County"),

and

PUBLIC HEALTH FOUNDATION  
ENTERPRISES, INC (hereafter  
"Contractor")

WHEREAS, reference is made to that certain document entitled  
"PERSONNEL SERVICES AGREEMENT", dated June 29, 2004, and further  
identified as County Contract No. H-700286 (hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to Amend the  
Agreement to revise the allocation of positions, and make other  
hereafter described changes to address the need to perform vital  
work for bioterrorism preparedness and response and other public  
health threats in Los Angeles County; and

WHEREAS, the parties agree that Agreement H-700286, as  
executed on June 29, 2004, referred to as "PERSONNEL SERVICES  
AGREEMENT, shall be re-designated to be now rename as "PERSONNEL  
AND OPERATIONAL SERVICES AGREEMENT"; and

WHEREAS, Agreement provides that changes may be made in the

form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective on the date of approval by County of Los Angeles' Board of Supervisors.

2. Effective the effective date of this Amendment, Exhibit A shall be replaced by Exhibit A-1, attached hereto and incorporated herein by reference.

3. Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight August 30, 2007.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right

of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

4. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A-1 which is attached hereto and incorporated herein by reference. Exhibit A-1 is for services from the Date of Board Approval through August 30, 2007; funding will be limited to that stated in the Maximum Obligation of County paragraph below.

B. Contractor acknowledges that the quality of services provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves."

5. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Amendment through August 30, 2006, the maximum obligation of County for Contractor's performance hereunder shall not exceed (\$4,473,092) Four Million Four Hundred Seventy-Three Thousand Ninety-Two Dollars comprised of 1) \$1,488,533 for activities as set forth in Schedule A-1 Activity A (Budget, Budget Detail,

and Scope of Work); 2) \$368,623 (Three Hundred Sixty-Eight Thousand Six Hundred Twenty-three Dollars) for activities as described in Schedule A-1 Activity B (Budget and Budget Detail); 3) \$44,982 (Forty Four Thousand Nine Hundred Eighty-Two Dollars) for activities described in Schedule A-1 Activity C (Budget, Budget Detail, and Scope of Work); and 4) \$2,570,954 (Two Million Five Hundred Seventy Thousand Nine Hundred Fifty Four Dollars) for activities described in Schedule A-1, Activity D (Budget, Budget Detail, and Scope of Work)

Contractor shall use such funds only to pay for services as set forth in and Exhibit A-1, attached hereto and incorporated herein by reference, and only to the extend that such funds are reimbursable to County".

6. Paragraph 7, . BILLING AND PAYMENT, shall be amended to read as follows:

"7. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A-1, attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in Exhibit A-1, and also includes time spent on preparation for such activities.

c. Original invoices shall be submitted directly to the Bioterrorism Preparedness Program, 241 North Figueroa, Room 209; Los Angeles, California 90012, no later than thirty (30) working days after the end of each calendar month with duplicate invoice to: (2) Department of Public Health, Financial Management, 5555 Ferguson Drive, 1<sup>st</sup> Floor, City of Commerce, California 90022, Attention: Fiscal Services Unit. Contractor's invoices shall be sent to County within thirty (30) days after the end of each month that Contractor provided such services.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph.

In the event that County is required, due to audit or otherwise, to reimburse funds for these services to the CDC or has its payment reduced, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly".

7. Paragraph 8, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION, shall be amended to read as follows:

"8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written

approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer ("CAO"). If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change exceeding twenty-five percent (25%) of any applicable County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's

expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may a) re-allocate such funds among budget categories within the Agreement, and/or b) reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred



Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

8. Paragraph 13, CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), shall be amended to read as follows:

13. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information and/or Electronic Protected Health Information in order to provide those services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards

for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

A. DEFINITIONS

(1) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Electronic media means (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such

as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means protected health information that is (a) transmitted by electronic media; (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall

include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g) .

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not

limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as in the body of this Agreement.

(9) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment,

application, utilization, examination, or analysis of such Information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph 13, Subparagraphs(s) B.(3), B.(4), B.(5), B.(6), B.(7), B(8), D.(3), and E.(2) of this Agreement.

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

i. Use Protected Health Information; and

ii. Disclose Protected Health Information

if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be

made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple street, Suite 525, Los Angeles, California 90012

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall



immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten

(10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to

Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Subparagraphs B.(1) (as modified by Subparagraphs D.(2), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), D.(3), and E.(2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a

material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business

Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health

Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions:

In the event that a provision of this Paragraph is contrary to another provision of the Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9. Paragraph 31, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a

term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where, evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred,



and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:

- (1) elimination of the grounds for which the debarment was imposed;
- (2) a bona fide change in ownership or management;
- (3) material evidence discovered after

debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation or the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors."

10. The following paragraph shall be added to the Additional Provision section of the Agreement:

37. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit B, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceeding or both. (County Code Chapter 2.202.

11. Exhibit A-1 and Schedule A-1 are attached hereto and incorporated herein by reference.

12. Except for the changes set forth hereinabove, Agreement

shall not be changed in any other respect by this Amendment.

In WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

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Acting Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.  
Acting Director and Health Officer

PUBLIC HEALTH FOUNDATION  
ENTERPRISES, INC.

Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CITY SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division  
COUNTY OF LOS ANGELES

05:4343.JR/BT-PHFE-700286-1

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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 Company Name

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 Address

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 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	( )	( )

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trust under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government code sections 12585-12586.</p>	( )	( )
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 Signature

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 Date

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 Name and Title (please type of print)

PUBLIC HEALTH FOUNDATION ENTERPRISES INC.  
PERSONNEL SERVICES AGREEMENT

STATEMENT OF WORK

Date of Board Approval - August 30, 2007

1. SERVICES TO BE PROVIDED: Contractor shall provide County with personnel services that will provide County's DHS with specialized personnel staff, difficult for the County to recruit and hire in a timely manner, that are trained and knowledgeable in the areas of bioterrorism, bioterrorism preparedness and other terrorist threats. Personnel may include supervisory staff, line, and other related personnel needed to administrate specific specialized tasks required for the Bioterrorism Preparedness Program.

Contractor's assigned personnel shall be responsible for any and all duties directed by Director to perform, including but not limited to the duties described in attached Schedules A-1, A-1(a), A-1(b), A-1(c), and A-1(d) attached hereto and incorporated herein by reference.

Contractor and staff to be provided herein acknowledge they are to be used on a temporary or time-limited basis. Contractor's assigned personnel are subject to the benefits, discipline, termination, salaries, and all other personnel provision, as applicable, of the outside agency.

2. COMPENSATION: County agrees to compensate Contractor for actual reimbursable net cost in accordance with the schedules

attached hereto and incorporated herein by reference and the BILLING AND PAYMENT Paragraph of the body of the Agreement.

3. GENERAL CONDITIONS:

A. Contractor shall recruit and hire each personnel or staff item required by County for its bioterrorism preparedness program as listed on the Personnel/Position list of Schedule A and Schedule A-1 attached hereto and incorporated herein by reference. Director may revise this Personnel/Position list to add or reduce personnel staff as determined by Director upon (10) days written notice to Contractor.

B. Contractor shall screen all personnel/staff (i.e., Contractor's employees) to be provided to County herein in order to determine and assure that each employee provided to County meets the qualifications and competence, required by County for handling bioterrorism and other terrorist threats, including Pandemic influenza activities.

C. Contractor shall assume sole responsibility for the timely accomplishment of all personnel services activities to be provided hereunder.

D. The duration, or length of time, of Contractor's personnel's employment will be determined by Director based upon his assessment of personnel needs of County, but such duration shall be no greater than the term of this Agreement.

E. County, at its sole discretion, may refuse



utilization of specific Contractor employee(s).

F. Contractor's employee(s) shall be under the direct supervision of Director, while at an assigned location and/or County facility,

G. County's personnel shall be available to provide overall supervision and guidance to Contractor's personnel.

H. Contractor shall immediately remove any of its employees from the provision of services hereunder upon receipt of oral or written notice from DHS.

In such cases, Contractor shall bill DHS for the actual hours, or portion thereof, worked by said employee prior to his/her removal.

I. DHS may refuse utilization of any employee that any County Department has previously requested to be removed from the provision of services.

J. Contractor's management shall be available by phone to arrange to discuss services being provided herein with County staff within a reasonable time after notification by such Program staff.

K. Upon reporting for and leaving work, Contractor's employee(s) shall sign in and out on daily time sheets as required by Program.

L. County will provide parking space(s) to Contractor's employees on an as available basis.

5. ANNUAL HEALTH SCREENING: Contractor shall ensure that if employees are required to provide services to County

patientes/ clients, each person/employee involved in such patient/client contact in the provision of services provided hereunder receives an annual tuberculosis screening consisting of a tuberculin skin test (Mantoux test) and/or a chest x-ray, and a Hepatitis B test and/or vaccination. Written certification by a physician licensed to practice medicine in the State of California that such person is free of active tuberculosis and Hepatitis B, has been tested, x-rayed, and/or vaccinated as required and is physically able to perform the duties described herein shall be retained by Contractor and made available to County for purposes of inspection and/or audit.

05-17-04

JR.

PHFE MANAGEMENT SOLUTIONS  
(a.k.a. Public Health Foundation Enterprises, Inc.)  
FISCAL INTERMEDIARY POSITIONS  
PROJECT NUMBER (BUDGETED LEVEL)  
August 31, 2005 - August 30, 2006 (Period of Performance)

Personnel/Position	Salary % Time or Hourly	Salary/Hourly Rate	Months	Benefits (check one)		PHFE Original Budget	Changes	PHFE Revised Budget
				B	BE			
Community Enterprise Spec	100%	\$6,107.00	12	x	x	\$73,284		\$73,284
Health Academia Spec	100%	6,107.00	12	x	x	73,284		73,284
Logistical Mobilization Spec	100%	6,245.00	12	x	x	74,940	(74,940)	0
Asst Logistical Mob Spec	100%	5,453.00	12	x	x	65,436	(65,436)	0
Assistant National Stockpile Coordinator	100%	5,453.00	12	x	x	65,436	(65,436)	0
Regional Policy BT	100%	7,007.00	12	x	x	84,084		84,084
Emergency Planning Coordinator	100%	6,416.09	4	x	x		25,664	25,664
Assistant Emergency Planning Coordinator	100%	5,727.91	4	x	x		22,912	22,912
Disaster Researcher	100%	5,479.27	4	x	x		21,917	21,917
Epidemiology Int Analyst	100%	5,602.00	12	x	x	67,224		67,224
Epidemiology Int Analyst	100%	5,602.00	12	x	x	67,224		67,224
Public Health Scientist II	100%	5,453.00	12	x	x		65,436	65,436
Public Health Scientist II	100%	5,944.00	4	x	x		23,776	23,776
Public Health Scientist II	100%	5,799.00	12	x	x	69,588		69,588
Public Health Scientist III	100%	5,944.00	4	x	x		23,776	23,776
Public Health Scientist IV	100%	6,463.00	12	x	x	77,556	(77,556)	0
Public Health Scientist III	100%	6,275.00	12	x	x	75,300		75,300
Public Health Scientist III	100%	6,275.00	12	x	x	75,300		75,300
Analytical Chemist (PH Scientist I)	100%	4,832.00	12	x	x	57,984		57,984
Total Salaries						\$926,640	(\$99,887)	\$826,753
Basic Benefits @								
Extended Benefits @			0.24			226,479	(24,415)	202,064
Total Personnel						\$1,153,119	(\$124,302)	\$1,028,817
Single Audit Cost		0.11%				1,272	(137)	1,135
Insurance (G/L, D&O, etc)		0.27%				3,117	(336)	2,781
Indirect Costs		7%				81,025	(8,734)	72,291
Miscellaneous Supplies						250,000	133,509	383,509
Total Budget						\$1,488,533	(\$0)	\$1,488,533

## II. Budget Detail (Item Description)

### Community Enterprise Specialist (Staff Analyst)

This position will work with the Public Health Officer to integrate activities across various disease control programs, the business community and Emergency Medical Services Agency (EMS). Specialty should include business continuity planning.

### Health Academia Specialist (Staff Analyst)

This position will serve as the Weapons of Mass Destruction (WMD) School Liaison integrating preparedness efforts within the school systems. Specialty should include school based health interventions.

### Logistical Mobilization Specialist (Program Specialist)

This position will serve as Mass Clinic Coordinator and will assist in organizing the Strategic National Stockpile (SNS). Specialty should include armed services logistical background and public health certification.

### Assistant Logistical Mobilization Specialist (Disaster Services Analyst)

This position will provide assistance with the activation of the Public Health Emergency Command Center and co-chair the Public Health Disaster Committee. Specialty should include Incident Command Systems.

Regional Policy Bioterrorism Analyst (Senior Staff Analyst,  
Health)

This position will be responsible for studying the public health economic impacts of a bioterrorist attack or other public health emergencies. Specialty should include a background in economic analysis.

Epidemiology Intelligence Analyst (Epidemiologist (TWO))

The Terrorism Early Warning (TEW) Epidemiologist in the Acute Communicable Disease Control Program will liaison with the TEW Group based at the county Emergency Operations Center to collaborate in data collection and analyses with the TEW and to ensure overall collaboration between the TEW and Public Health. The TEW Epidemiologist will supervise the Bioterrorism (BT) Epidemiology Analysts in development and maintenance of target folders and response plans for terrorism-related events. In addition, the TEW Epidemiologist will serve as a core member of the Public Health Epidemiology Rapid Response Team, and assist in routine analyses of surveillance data.

Public Health Scientist II (Chief Research Analyst)

The Chief Research Analyst is responsible for evaluating a wide variety of projects connected with the molecular epidemiologic and forensic aspects of laboratory preparation for response to biological terrorism. The Chief Research Analyst determines

testing policy, including which specific equipment, media, and/or materials/supplies will be used in the test performance, and establishes the scope and nature of quality control procedures to assure accuracy and reliability of test results. The incumbent also is responsible for the design and standardization of test procedures in the BT laboratory sections, monitors performance of testing procedures, evaluates efficiency, conducts formal and informal training.

**Public Health Scientist IV (Clinical Chemist Supervisor)**

The Laboratory Training Coordinator will be responsible for laboratory training in regard to Focus Area C. The incumbent will be directly responsible for ensuring that all activities and work plan of the relevant laboratory training are addressed, including the coordination of curriculum for Public Health Microbiology Trainees, provision of Level A BT training to community/hospital laboratorians and Emergency Medical Services, developing resources for wet/dry workshops, and interfacing with other BT training programs and assuring that the Los Angeles County training program is completely integrated with State training plan.

The BT Laboratory Response Coordinator will assist the BT/Chemical Terrorism Laboratory Response Coordinator by providing subordinate leadership in planning, organizing,

implementing, and maintaining the effective coordination of the bioterrorism grant-funded program, specifically ensuring that all activities and work plan of the Critical Capacities and Critical Benchmarks comprising the Public Health Lab component of the BT grant are addressed. Serves as the liaison to coordinate activities with clinical laboratories, law enforcement, and first responders.

Public Health Scientist III (Clinical Chemist)

These positions will ensure that all activities and work plan of the Critical Capacities and Critical Benchmarks of Focus Area D are completed. The Senior Criminalist positions are PhD level analytical chemists who will develop and implement standardized chemical analyses to determine the nature and quantity of toxic substances in biological specimens and fulfill Level I /Level II requirements of the chemical terrorism response grant funded program. The Senior Criminalists will serve as a liaison with either 1) clinical, environmental, and food testing laboratories, or 2) with local law enforcement, Federal Bureau of Investigations, first responders, and Hazardous Material teams to promote an integrated county-wide chemical terrorism response.

Public Health Scientist III (Clinical Chemist)

These positions will ensure that all activities and work plan of the Critical Capacities and Critical Benchmarks of Focus Area D are completed. The Senior Criminalist positions are PhD level analytical chemists who will develop and implement standardized chemical analyses to determine the nature and quantity of toxic substances in biological specimens and fulfill Level I /Level II requirements of the chemical terrorism response grant funded program. The Senior Criminalists will serve as a liaison with either 1) clinical, environmental, and food testing laboratories, or 2) with local law enforcement, FBI, first responders, and Hazardous Material teams to promote an integrated county-wide chemical terrorism response.

**Following items are added:**

**Staff Analyst (Emergency Planning Coordinator)**

Responsible for the overall planning efforts in the Bioterrorism Program; oversee the Planning Unit and its processes: monitoring of trend needs and opportunities in the Emergency Preparedness field that applied to Public Health for further program development; conduct analysis of policy matters at the local, state and federal level and provide recommendations to Public Health Executive Staff; the creation of core plans supporting Public Health's preparedness applying an All-Hazards approach and provide assistance to other Public Health Programs in their



preparedness planning processes; the implementation of a readiness assurance program that encompasses plan implementation evaluation, event and exercise lesson learned feedback and performance measurement. This last one following the guidelines of the Public Health Quality Assurance Director. If funds are allocated to the Planning Unit, its Director will be responsible for creating the budget, oversee contract creation and completion with outside contractors, etc.

**Assistant Staff Analyst (Assistant Emergency Planning Coordinator)**

In the capacity of assisting the Director of Planning, this position is responsible for the program-wide creation (or providing assistance to other programs or the Public Health division), of policies and procedures to support emergency preparedness and readiness activities based on the analysis of legislative/regulatory actions at the Federal, State and Local level. Responsible for conducting or overseeing analyses on current affairs pertaining or that might affect the field of emergency preparedness and public health, including report preparation and presentations to public health staff and outside partners. Responsible for collaborative efforts with the Office of Health Assessment and Epidemiology on identifying population

data to support policies, planning and readiness evaluation efforts.

Research Analyst III (Disaster Researcher)

This position assists the Planning Director on the creation of core plans supporting Public Health Preparedness; it may be asked to have direct responsibility over some of them; expected to work in collaboration with other Public Health Programs and with other non-public health partners.

Public Health Scientist I (One)

This position will be responsible for assisting the Public Health Scientists II, III, and IV with bench work and responding to responsibilities, activities, and required work plan of the relevant goals and objectives comprising the Public Health Laboratory component of Focus Areas C and D of the CDC-funded grant. This effort includes coordinating different facets of the bioterrorism network within the Department of Health Services, other County and governmental agencies throughout the metropolitan area as well as other perimeter counties and interfacing with first responders, law enforcement, fire departments, HazMat teams, FBI personnel, hospitals, clinics, doctors offices, clinical laboratories, emergency personnel, and other Disease Control and laboratory personnel involved with disease surveillance, epidemiologic investigation, education,

and training regarding chemical and bioterrorism, and emergency response. Moreover, integration of the local work plan must be coordinated with partner agencies at both the State and federal levels.

Public Health Scientist II (TWO)

The Public Health Scientist II will work under the direction of the Medical Technologist, Assistant Administrative Supervisor for whom he or she is accountable for planning, design, conducting and evaluating a wide variety of technical problems connected with the isolation of potential bio-agents in food. Confers with staff and physicians to provide them the benefit of his or her expertise; he or she will assist physicians and program staff in the interpretation and evaluation of preliminary and tentative test findings, the results of culture growth and similar matters. He/she exchanges information with Acute Communicable Disease Control physicians and Environmental Health and suggests further food test procedures, which may help identify offending microorganisms more definitively. Incumbents plan, develop, and conduct formal and informal training in their specialty for professional laboratory personnel, program staff, law enforcement, and other first responders. This position is responsible for development, validation, implementation, and maintenance of proficiency for food testing procedures for

Category A, B, and C bio-threat agents in accord with FDA protocols. This position serves as bench liaison with FDA food laboratory line staff.

PUBLIC HEALTH SCIENTIST III (One)

To ensure that all activities and work plan of the CDC-funded Bioterrorism and Chemical Terrorism Response Grant are completed. The positions are Ph.D. level analytical chemists/microbiologists who will develop and implement standardized chemical analyses to determine the nature and quantity of toxic substances in biological specimens and fulfill Level I/Level II requirements of the bioterrorism/chemical terrorism response grant funded program. The positions will serve as a liaison with either clinical, environmental, and food testing laboratories, or with local law enforcement., first responders, and Hazardous Material teams to promote an integrated countywide chemical terrorism response.

Following items are being deleted:

Assistant Strategic National Stockpile Coordinator (Disaster Services Analyst)

Analytical Chemist (Senior Industrial Hygiene Chemist)

I. Budget

I. Budget		Salary % Time	Salary/Monthly		Benefits	Pandemic
	Personnel/Position	or Hourly	Rate	Months	(check one)	Flu
					B	BE
						Budget

California Department of Health Services had stipulated that the period of performance for activities under this funding should be extended through January 31, 2007.

## II. Budget Justification

Los Angeles County is seeking approval to use a fiscal intermediary (Public Health Foundation management Solutions-PHFE) due to the short term of the grant and urgency expressed by the CDC and State DHS. Proposed grant budget categories to be handled by PHFE include all Equipment, Supply and Contractual items, and PHFE administrative fees.

- 1) Equipment costs include 4 computers, 4 black/white desktop printers and 1 color printer = \$9,500.
- 2) Supply costs include 5,000 does of pneumococcal vaccine @ 15 ea = \$75,000, and various office supplies for grant supported personnel = \$1,923.
- 3) Contractual costs include:
  - a) Pandemic Influenza Tabletop venue-related expenses = \$3,500
  - b) Production costs for educational videos on:
    1. Respiratory hygiene for schools.
    2. Sheltering in place and home healthcare guidelines to be aired to the public in the event of pandemic and posted on the County website = \$275,000.
- 4) Customary administrative fee charged by PHFE including single audit charge and insurance costs for all non-personnel and indirect costs = \$3,700.

**Public Health Foundation Enterprises Inc**  
Epidemiology and Laboratory Capacity  
Budget and Budget Detail and Scope of Work  
January 1, 2006 to December 31, 2006

I. Budget

Job Code	Personnel/Position	Hourly Rate	Hours	Total
ELC	Public Health Scientist I	\$30.59	410	\$ 12,542.00
ELC	Public Health Scientist II	\$33.33	885	\$ 29,497.00
	Total Salaries			\$ 42,039.00
	Indirect Cost		7%	\$ 2,943.00
	Total Budget			\$ 44,982.00

II Budget Detail (Item Descriptions)

Public Health Scientist I

This position will process and test large numbers of environmental specimens, provide support for testing patient specimens during the emergence of an unknown infectious agent. Assist in the testing of molecular methods for emergent respiratory viruses like Influenza A H5N1, or SARS Corona virus. Assist in establishing and validating matrix specific procedures for rapid detection and identification of foodborne disease agents.

Public Health Scientist II

This position will test molecular methods for emergent respiratory viruses like Influenza A H5N1, or SARS Corona virus. Establish and validate matrix specific procedures for rapid detection and identification of foodborne disease agents. Validate procedures for rapid detection and identification of agents and toxins in environmental samples or molecular strain typing methods.



### III. Scope of Work

Major Objectives	Primary Functions	Timeline	Primary Activities
Contractor shall provide County with personnel services that will provide County's DHS with specialized personnel staff, difficult for the County to recruit and hire in a timely manner, that are trained and knowledgeable in the areas of sero-surveillance for West Nile virus (WNV), molecular methods for emergent respiratory viruses, and rapid detection of other emerging infectious diseases.	Public Health Scientist I and Public Health Scientist II: <ul style="list-style-type: none"> <li>Develop and validate broad range of laboratory procedures to optimize and validate molecular methods testing for emerging infectious diseases, such as West Nile virus and Corona viruses.</li> </ul>	01/06 –12/06	<ol style="list-style-type: none"> <li>To process and test large numbers of environmental and patient specimens, during the emergence of an unknown infectious agent or when laboratory needs exceed the staff capacity of the public health laboratory.</li> <li>The testing of molecular methods for emergent respiratory viruses like Influenza A H5N1, or SARS Corona virus, establish and validate matrix specific procedures for rapid detection and identification of foodborne disease agents, and validation of procedures for rapid detection and identification of agents and toxins in environmental samples or molecular strain typing methods.</li> </ol>

Public Health Foundation Enterprises, Inc.  
CDC Pandemic Influenza  
Budget, Budget Detail and Scope of Work  
May 31, 2006 - August 30, 2007 (Period of Performance)

Personnel/Position	Salary % Time or Hourly	Salary/Monthly Rate	Months	Benefits (check one)		Pandemic Flu Budget
				B	BE	
Staff Analyst (Community Engagement Project Manager)	100%	6,416	3	X	X	19,248
Staff Analyst (Surge Capacity/Special Population Project Manager)	100%	6,416	3	X	X	19,248
Staff Analyst (Public Education Project Manager)	100%	6,416	3	X	X	19,248
Nurse Manager (Hospital Coordinator)	100%	8,029	3	X	X	24,087
<b>Total Salaries</b>						<b>\$81,832</b>
Salary Savings @ 20%		20%				
<b>Total Net Salaries</b>						<b>81,832</b>
Basic Benefits @ 10%		11%				9,001
Extended Benefits @ 16%		14%				11,456
<b>Total Personnel</b>						<b>102,290</b>
 Single Audit Cost		0.10%				2,475
 Insurance (G/L, D&O, etc)		0.40%				9,873
 <b>Operating Activities</b>						
Avian Influenza Surveillance in Bird Population						50,000
Outreach & Education Contractor						705,000
Surge Capacity Contractor						300,000
Special Population Contractor						319,000
Community Engagement Contractor						350,000
Medical Training & Education						200,000
Pandemic Flu Exercise						114,475
Continuity of Operations Phase I						320,000
<b>Total Operating Activities</b>						<b>2,358,475</b>
 Indirect Costs		8%				<b>73,848</b>
 Miscellaneous Supplies						23,993
 <b>Total Budget</b>						<b>\$2,570,954</b>

## II. Budget Detail (Item Description)

### Public Education Project Manager

The Public Education Project Manager will coordinate and oversee the work of a subcontractor delivering pandemic flu education campaign services. The public education campaign will be comprised of a multicultural respiratory hygiene media and educational outreach to increase effective respiratory hygiene behaviors by Los Angeles County residents. By promoting awareness and knowledge of the importance of hygiene behavior, it will be possible to reduce the transmission of influenza. Because a vaccine will likely not be available in the early stages of a pandemic, a critical component of an effective response to limit the transmission of pandemic flu is to provide ongoing informational messages on effective respiratory hygiene steps the public can take to protect themselves and their families.

### Surge Capacity/Special Populations Project Manager

The Surge Capacity/Special Populations Project Manager will coordinate and oversee the work of a subcontractor who will analyze planning requirements, develop a surge capacity plan using MEMS as a model, enlist necessary stakeholders,

vendors, and to develop any MOU or contracting requirements necessary to ensure successful implementation. In addition to surge capacity issues, this position will oversee special populations planning including defining the population, its needs, and mechanisms to communicate and provide services in the event of a pandemic.

Community Engagement Project Manager

The Community Engagement Project Manager will coordinate and oversee the work of a subcontractor who will facilitate community engagement through a series of community meetings and focus groups. The aim of this effort is to aid us in informing the different community sectors, soliciting their input, and where appropriate requesting resources. It is anticipated that these efforts will result in a pandemic influenza plan that is more inclusive of community-identified needs, augmented by community resources, and therefore more widely accepted by all segments of the community.

Pandemic Influenza Hospital Planning Coordinator

The Hospital Planning Coordinator will coordinate planning within LAC Emergency Medical Services, LAC-PH, and

hospitals. While EMS, Public Health, and hospitals have worked together in planning, each agency's knowledge of the different systems, planning requirements, assets, and challenges is limited. This makes planning in a coordinated fashion difficult at best. This position would support and facilitate coordinated pandemic influenza planning that are based on mutual understanding of the strengths and weaknesses of each system and result in a plan that utilizes the strengths of each agency while potentially avoiding any duplication of effort.

### III. SCOPE OF WORK

Activity	Cost	Contact	Submitted Justification	Additional Justification
Avian Influenza Surveillance Project	\$50,000	Karen Ehnert	<p>Local avian influenza surveillance in bird populations and outreach are currently limited, due to lack of adequate funding and personnel. Veterinary Public Health is focusing on expanding dead bird surveillance to encompass investigation of dead bird clusters of any species (3 or more birds). Animal shelters, veterinarians, park officials, wildlife rehabilitators are being recruited to participate in dead bird surveillance.</p> <p>Surveillance should be expanded to test bird feces around lakes and other water sources where migratory waterfowl congregate.</p> <p>Cross-talk between animal and surveillance systems is also necessary and currently this communication is limited to printed reports. Funding will provide support for additional sample collection and testing.</p>	<p><b>Supplies: (\$14,050)</b></p> <p>1. Avian influenza handouts - 300,000 copies @ \$368.05 per 10,000 = \$11,041.50. Handouts will be used to educate bird owners (poultry and pet), park patrons, animal health professionals, shelter employees and the public about avian influenza and measures that can be taken to reduce risk to birds and people. 2. Computer disks - 300 @ \$1 ea = \$300. Computer disks will be used to distribute Avian Influenza PowerPoint presentations to animal shelters, veterinary clinics, bird clubs and others, to expand training to individuals who are not able to attend in person training sessions. 3. N95 masks - 100 @ \$1.50 ea = \$150. 4. Gloves - 35 boxes at \$13 per box = \$455. 5. Disposable polyethylene overboots - 250 pair @ \$18 for 25 pair = \$180. 6. Tyvec coveralls - 54 @ \$10 each = \$540. 7. Laboratory specimen collection bags - 2 cases @ \$160/cs = \$320. 8. Avian influenza swab collection kits - 250 tubes @ \$1 per tube = \$250. 9. Cold shipping supplies - shipping boxes, ice packs, shipping costs = \$813.50. Supplies will be used to protect staff while collecting dead birds or bird feces for submission or disposal, to maintain the quality of the specimens and to transport specimens to lab. Extra protection may be required if handling birds involved in large die off. Total = \$14,050.</p> <p><b>Other Costs: \$35,950</b></p> <p>Animal Testing. 1. Bird necropsies - 250 @ \$75 each = \$18,750. 2. Avian influenza tests - environmental specimens - 250 tests @ \$68.80 per swab = \$17,200 (including confirmation when required). Dead birds and environmental samples collected around lakes</p>

Activity	Cost	Contact	Submitted Justification	Additional Justification
Public Education Project	\$705,000	Anna Long Phyllis Tan	<p>Because a vaccine will likely not be available in the early stages of a pandemic, a critical component of an effective response to limit the transmission of pandemic flu is to provide ongoing informational messages on the effective respiratory hygiene steps the public can take to protect themselves and their families. In addition, this becomes even more critical because of the potential economic impact on businesses and the community at large. Research has shown that audiences need to be exposed to messages at least three to six times in close intervals before messages have an influence. To maximize the number of LA County residents reached, the campaign will include multiple channels of communication, including radio and television public service announcements (PSAs), educational brochures, pamphlets, and posters. Materials will also be posted on the Public Health website.</p>	<p>with large number of waterfowl will be submitted for avian influenza testing to detect avian influenza if it appears in local wild birds. Total = \$35,950.</p> <p><b>Contractual Costs:</b> 1. <u>Scope of Work:</u> a) Develop radio public service announcements (PSAs); b) Develop television PSAs and voiceovers in multiple languages (production costs, hiring talents, location fees, studio cost, camera crew expenses); c) Purchase radio and television media time; d) Promote campaign via launch event: include event-planning, invitations, event management, develop multi-lingual information kit, hand washing station and demo, and post event press coverage; e) Outreach to ethnic specific audiences at community events with hand washing demonstrations and educational outreach; f) Translate educational brochure and poster copy into 11 languages; g) Print "Flu and Hand Washing" brochure in 12 languages; h) Print "Flu and Hand Washing" posters; i) Project administration including development of HTML emails for internal circulations, hand washing media advisories during seasonal flu, and monitoring and developing results report and final recap.</p> <p>2. <u>Itemized Budget and Justification:</u> Other: a) Radio PSAs \$25,000; b) Television PSAs and multilingual voiceovers \$110,000; c) Radio and television media \$300,000; d) Campaign Launch Event \$25,000; e) Ethnic Community Outreach \$126,000; f) Translation Services \$9,000; g) Printing Services: 800,000 brochures (Four panel fold) @ 10¢ per brochure = \$80,000, and 40,000 posters @ 50¢ per poster = \$20,000 <b>Subtotal Printing \$100,000</b>; h) Project Administration \$10,000. Total = \$705,000.</p>
Surge Capacity Project	\$300,000	John Talarico	<p>Current estimates of hospitalized and ill patients requiring medical care will clearly create capacity issues for these systems of</p>	<p><b>Contractual Costs:</b> TBD</p> <p>1. <u>Scope of Work:</u> a) Conduct MEMS feasibility study, b) Modify MEMS model for LA</p>

Activity	Cost	Contact	Submitted Justification	Additional Justification
			<p>care. Planning for excess capacity includes determination of the level of care, location, size of facilities, equipment and supply needs, staffing requirements, and volunteer recruitment. The Modular Emergency Management System (MEMS) provides a good framework to addressing some of these issues, however, planning requirements, and the details. Funding would be used for a project coordinator and a subcontractor to analyze planning requirements, develop a surge capacity plan using MEMS as a model, to enlist necessary stakeholders, vendors, and to develop any MOU, contracting requirements necessary to ensure successful implementation.</p>	<p>(environmental scan, obtain expert opinion and find consensus on functions of MEMS in LA, develop LA-specific MEMS model); c) Clarify LA MEMS specifications (locations, SF, facility specs, equipment and supply requirements, staffing needs); d) Complete site assessments and planning: 1) Phase 1: Site Screening (critical features), 2) Phase 2: General Site Planning (site information, maps, floor plans, photographs), 3) Phase 3: Security Planning (security-related info and plans such as security posting diagrams), and 4) Phase 4: Clinical Planning (patient-related plans and diagrams); e) Enlist assistance of stakeholders and partners; f) Execute memoranda of understanding regarding roles and responsibilities. 2. <u>Itemized Budget and Justification:</u> a) Personnel: \$200,000. b) Equipment: \$10,000. c) Supplies: \$40,000. Travel: \$10,000. Other: \$40,000. Total = \$300,000.</p>
Special Populations	\$319,000	Phyllis Tan John Talarico	<p>Addressing the needs of Special Populations within the county is a pressing concern. Defining the population, its needs, and mechanisms to communicate and provide services in the event of a pandemic are just some of the formidable tasks that must be performed to ensure the health of this population. Los Angeles County's diversity as described in the opening of this document adds another level of complexity to these tasks. LAC-PH proposes using phase I funding to formulate a plan to address these tasks and to establish partnerships with agencies able to reach these populations. The project manager for surge capacity will also manage the Special Populations project.</p>	<p><b>Contractual Costs:</b> Emergency Network Los Angeles (ENLA). (\$169,000) 1. <u>Scope of Work:</u> a) Define special populations, b) Ascertain service organizations currently serving these populations, c) Provide pandemic flu information and query for needs of these populations during a pan flu event, d) Develop intervention and ascertain mechanism for service delivery including: 1) Policy recommendations (i.e. insurers should allow 1 m. stockpiles of chronic meds), 2) Informational messaging, 3) Ensure continuity of critical services, and 4) Plan for transportation and sheltering of special populations if necessary. 2. <u>Itemized Budget and Justification:</u> a) Personnel: 1) Project Manager \$6,260/mo x 12 months = \$75,120; 2) Administrative Assistant \$3,289/mo x 12 months = \$39,468. b) Equipment: \$5,000. c) Supplies: \$24,412. Travel: \$5,000. Other: \$20,000. Total = \$169,000.</p>



Activity	Cost	Contact	Submitted Justification	Additional Justification
				<p><b>Contractual Costs:</b> Westside Center for Independent Living (WCIL)/Living Independently in Los Angeles (LILA). (\$150,000)</p> <p>1. <u>Scope of Work:</u> a) Determine service organizations currently serving disabled community, b) Provide pandemic flu information and query for needs of these populations during a pan flu event, c) Develop intervention and ascertain mechanism for service delivery including: 1) Policy recommendations (i.e. insurers should allow 1 m. stockpiles of chronic meds), 2) Informational messaging, 3) Ensure continuity of critical services, and 4) Plan for transportation and sheltering if necessary. 2. <u>Itemized Budget and Justification:</u> a) Personnel: 1) Project Manager \$53,052 x 97.5% FTE = \$51,726; 2) Project Coordinator \$84,536 x 5% FTE = \$4,227; Administrative Assistant \$23,384 x 50% FTE = \$11,692; 4) Consultant \$100 @ hr x 707 hours = \$70,700; <b>Sutotal Personnel \$138,345;</b> b) Other: Focus Groups 20 participants @\$22 each x 6 groups = \$2,640; Survey mailing postage 2,000 x \$.39 x 2 = \$1,560; <b>Subtotal Others \$4,200;</b> c) Supplies: <b>\$3,070;</b> d) Travel: Mileage reimbursement \$10,695 miles @ .41¢ = <b>\$4,385.</b> Total = \$150,000.</p>
Community Engagement Project	\$350,000	John Talarico	Two levels need. Presentation of plans to County stakeholders and to partners and to the community. Community Preparedness is a priority for this pandemic flu funding and is an area that we have on just begun to work on with respect to the pandemic flu plan. We will need to engage partner organizations such as health insurers and service providers as well as various sectors of the LA community including business, education/childcare, special populations and minority populations. We envision a contractor to facilitate community meetings and focus groups to aid	<p><b>Contractual Costs:</b> TBD (\$131,250)</p> <p>1. <u>Scope of Work:</u> a) 2 meetings to be held for the following organizational types: hospitals, healthcare providers / insurers, faith community, schools/daycare, business, EMS providers. b) 4 meetings to be held for CBOs/special populations. c) 1 meeting per SPA for SPA-specific concerns (24 meetings total). d) Meetings will include the following content: 1) information on pan flu, 2) audience Q/A, 3) solicitation of audience concerns, 4) ideas, and 5) resources available. d) Analysis of input and revision of Pan Flu Plan based on input. e) Feedback to partners. f) Creation of database of partners. 2.</p>

Activity	Cost	Contact	Submitted Justification	Additional Justification
Medical Training and Education Project	\$200,000	Laurene Mascola	<p>us in educating and soliciting input into the plan.</p> <p>Educate the medical community, hospitals, and professional organizations about vaccine and antiviral use during a pandemic. Also provide information on the need for priority groups, rationale for groups currently recommended, antiviral use guidelines, and appropriate prescribing procedures. In addition a very targeted campaign (via ads in medical journals, pharmaceutical reps, etc.) or social marketing effort might be worth considering. We would also include Pandemic Surveillance Outreach which would entail several activities including letters to providers, distribution of waiting room posters, promoting infection control recommendations based on case classification.</p>	<p>Itemized Budget and Justification: a) Personnel: \$100,000. b) Equipment: \$5,000. c) Supplies: \$10,000. Travel: \$5,000. Other: \$11,250. Total = \$131,250.</p> <p><b>Other Costs – Community Forums: (\$218,750)</b>  1. Hotel Meeting Room Rentals 25 @ \$5,000 ea = \$125,000. 2. Food service for 25 afternoon forums \$15.00 per participant x 250 participants each forum = \$93,750. Total = \$218,750.</p> <p><b>Supplies: (\$125,850)</b>  1. Letter to providers about pandemic and avian flu posters and resources - 50,000, 1-page copies @ \$0.08 ea = \$4,000; 2. Infection control recommendations for health care provider for suspect avian flu cases - 50,000, 3-page copies @ \$0.08 each page = \$12,000; 3. Waiting room posters (8 ½ x 11) in 4 languages to encourage patients to give birds to assist health care providers in reporting information regarding recent travel and contact with suspect cases - 220,000 copies @ \$0.15/poster = \$33,000; 4. Suspect case posters for providers (8 ½ x 11) to educate health care staff to report suspected cases of avian influenza or pandemic influenza to the local health department - 100,000 copies @ \$0.15/poster = \$15,000; 5. Pandemic flu brochure/palm cards for patients in 8 languages - 200,000 copies @ \$0.08 = \$16,000; 6. Educational material reorder form - 50,000 copies @ \$0.08 = \$4,000; 7. Travel-sized tissue packets (12 per pack) with customized labeling to promote respiratory hygiene to be distributed via health care providers to encourage patients in respiratory hygiene etiquette - 155,625 @ \$0.24 = \$37,350. 8. Public Health Preparedness: Pandemic Influenza DVD to be distributed to health care providers - 150 @ \$30.00 = \$4,500. Total = \$125,850.</p>

Activity	Cost	Contact	Submitted Justification	Additional Justification
Mass Vaccination Exercise Flu Season	\$114,475	Phillip Moore	<p>We will enhance levels of vaccination among those for whom influenza vaccination is recommended by conducting Fall influenza vaccination campaign as a mass vaccination campaign using Points of Dispensing (PODs). By doing this as a POD exercise along with we can exercise the mass vaccination portion of the plan and collect detailed information for time flow studies that would help to modify our existing plan. If possible we will explore the feasibility of including pneumococcal vaccination in these PODs. Pneumococcal infection is a leading cause of morbidity and mortality due to secondary bacterial pneumonia for those who have influenza infections. Pneumococcal vaccination rates among eligible recipients are low throughout the US and in L.A. By increasing the rate of immunization we can prevent morbidity and mortality in the event of a pandemic and since the immunity can be effective for 5 years or more we provide protection in the event of a pandemic even if it occurs years into the future.</p>	<p><b>Other Costs: (\$74,150)</b> 1. Packaging and mailing of educational items - 50,150 @ \$1.00/package = \$50,150; 2. Translate educational materials - 10,000 words @ \$.20 per word \$2,000; 3. Commercial storage space for educational materials - \$22,000. Total = \$74,150</p> <p><b>Consultant Costs:</b> SRA International. 1. <u>Nature of Services to be Rendered:</u> Exercise planning, implementation and evaluation. 2. <u>Expected Rate of Compensation:</u> a) Personnel: 250 hrs @ \$125/hr = \$31,250; 250 hrs @ \$95/hr = \$23,750; and 365 hrs @ \$53/hr = \$19,345; <b>Subtotal Personnel = \$74,345.</b> b) Travel: Air Travel: 6 trips x 3 persons x 550 = \$9,900; Lodging: 12 nights lodging x \$150/night x 3 persons = \$5,400; Per Diem: 18 days per diem x \$60/day x 3 persons = \$3,240; Ground Transportation: \$600; <b>Subtotal Travel = \$19,140.</b> Supplies: Office supplies \$2,990, <b>Subtotal Supplies \$2,990.</b> Other: Telephones, reproduction materials \$10,000; hotel conference room training \$5,000; and mailing \$3,000; <b>Subtotal Others = \$18,000.</b> Total = \$114,475.</p>
Public Health Continuity of Operations	\$320,000	Susana Fernandez- Jacomet, Eric Baumgardner	<p>The most crucial unaddressed element in emergency response planning for LAC-PH is continuity of operations planning (COOP). LAC-PH believes this to be a very important component of pandemic influenza planning not just for public health, but for businesses</p>	<p><b>Consultant Costs:</b> Constant and Associates. 1. <u>Nature of Services to be Rendered:</u> Development of Public Health Programs Continuity of Operations Plan (COOP). 2. <u>Expected Rate of Compensation:</u> a) Personnel: 665</p>

Activity	Cost	Contact	Submitted Justification	Additional Justification
Indirect/Other	86,196	LiYin	<p>and essential service sectors. LAC-PH has only recently begun to re-examine its needs with respect to continuity of operations to account for a situation as dire as pandemic influenza. A contractor has been identified who can assess the needs and develop a continuity of operation plan for Public Health. This project may be done in phases and Phase I of the pandemic influenza supplement will be used to begin Phase 1 and 2 of the COOP.</p> <p>Costs include indirect costs of \$73,848 (8% of total budget, only count first \$25,000 for contract services on Operating Category), single audit costs \$2,475 (0.1% of total budget exclude Indirect Costs), and insurance costs of \$9,873 (0.4% of total budget exclude Indirect Costs). The Indirect Cost Rate of 8% is based on PHFE Non-Profit Organization agreement with Federal Agencies.</p>	<p>hrs @ \$90/hr = \$59,850; 202 hrs @ \$117/hr = \$23,634; 771 hrs @ \$50/hr = \$38,550; 771 hrs @ \$45/hr = \$34,695; 637 hrs @ \$27/hr = \$17,199.00; <b>Subtotal Personnel = \$173,928</b>; b) Travel: \$3,958; c) Supplies: \$4,912; d) Other: Software Development - COOP web-based portal development: \$100,000; Administrative Costs \$37,202; <b>Subtotal Operating = \$146,072.</b></p>
Supplies	23,993	LiYin	<p>General office supplies to be used by four budgeted staff members to carry out daily activities of the projects. Costs include but not excluded to Office Depot purchases for supplies \$1,000, laptop computers \$8,000, expert panel \$3,000, translation services \$5,000, and conferences \$3,000. Also, since there is no separate line item budgeted for travel expenses, such as mileage and hotel, these expenses would also fall under the miscellaneous supplies account \$3,993.</p>	
<b>TOTAL OPERATING</b>	<b>\$2,468,664</b>			